

STANDARD TERMS FOR SPARE PARTS AND/OR SITE SERVICES

Definitions

Term	Meaning
Contract	the contract formed between Client and Contractor for the supply by Contractor of the Scope of Supply.
Contractor	GEA Refrigeration France SAS – 7 rue des Orfèvres – 44840 Les Sorinières – France – RCS Nnantes 855 801 825
Contractor's Offer	Contractor's quotation or offer for the Scope of Supply.
Contract Price	the contract price set out in the Contractor's Offer or, in case of binding contract, in the Contract.
Costs	all costs and expenses incurred or to be incurred by Contractor, including overhead, insurance, financing costs and similar charges and a reasonable profit; when calculating Costs, the costs of the Contractor's personnel shall be based on Contractor's periodic rates as set forth in Contractor's Offer or, if not contained therein, according to its rates prevailing when the work is performed.
day	a calendar day.
Defect	a defect, including omission, at the time of delivery in the workmanship or materials of the Contractor's equipment or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
Export Control Event	a situation where the Export Control Regulations may require an Export License or may cause additional costs, delay, prohibit Contractor's performance and/or render the Contract not reasonable to perform.
Export Control Regulations	all applicable national and international laws, regulations, orders, embargoes, administrative practices or resolutions that may prohibit or restrict the trade of the Scope of Supply.
Export License	license or an equivalent formal approval by the competent authorities for the supply of the Scope of Supply under this Contract which is required to be obtained by Contractor under the Export Control Regulations.
Force Majeure	acts of war or terrorism, riots, civil commotion, embargoes, export/import permit delays or refusals, epidemics, strikes, fires, delays in transport or customs clearance, any failure by Contractor or its subcontractors to obtain any work permit or visa through no fault of their own, earthquakes, floods, hurricanes, typhoons, storms, other acts of God or government or any other circumstances beyond the control of a party.
including	including without limitation.
Incoterm	the series of pre-defined commercial terms published under the name Incoterm® by the International Chamber of Commerce (Paris) as in force at the date of the Contractor's Offer. Any term or expression which is defined in or given a particular meaning by the provisions of an applicable Incoterm shall have the same meaning in these Terms, but if there is any conflict between the provisions of the Incoterm and these Terms, the latter shall prevail.
Client	Contractor's customer in connection with the Contract.
Client Scope	all works (including civil works, equipment, documentation and services) relevant to the Scope of Supply which are not expressly included in Contractor's Scope of Supply, including any works specified in these Terms or Contractor's Quotation as being the responsibility of Client (including third parties for whom Client is responsible).
Schedule	the time schedule for the Scope of Supply as set out in the Contractor Offer or, in case of binding contract, in the Contract, as such schedule may be modified according to Clause 5.5 of these Terms.
Scope of Supply	the equipment, documentation and services (including Site Services, if any) expressly listed as the Contractor's responsibility in the Contractor's Offer or, in case of binding contract, the Contract.
Site	the place at which the Scope of Supply is to be installed.
Site Services	the services (if any) provided by the Contractor at the Site, including to the extent applicable installation and erection, commissioning and acceptance testing of the Scope of Supply or the supervision thereof, as expressly listed as the Contractor's responsibility in Contractor's Offer or, in case of binding contract, the Contract.
Terms	these Terms of Spare Parts Supply and Site Services.
Warranty Conditions	has the meaning set out in Clause 7.1.4.
Warranty Period	Unless stated otherwise in Contractor's Offer or, as the case may be, in the Contract a fixed and non-extendable period of twelve (12) months] from delivery of the relevant equipment or performance of the relevant service.

General Provisions

These Terms shall apply to and form an integral part of any Contractor's Offer and any Contract.

Unless otherwise agreed upon between the parties, any provision of the Client's purchase order, offer, acceptance or other document or requirement of Client which forms a part of the Contract and is in conflict or inconsistent with these Terms or which imposes on Contractor liabilities that are additional to or different from those set forth in the Terms shall not apply to the Contract and is of no force or effect. Client's terms of purchase and/or service, if any, shall not apply to the Contract and are of no force or effect. These Terms shall prevail over any inconsistent or conflicting provision of the Contract (including Contractor's Offer), except only where (i) the Contractor has by way of its Contractor's Offer or a duly signed document expressly amended a provision of these Terms and has referenced the specific provision of these Terms being amended or (ii) these Terms expressly provide for an option to deviate from the respective provision in Contractor's Offer or, as the case may be, in the Contract.

1. **Scope of Supply:**

1.1 Contractor's works shall be limited to the Scope of Supply. The Client shall be responsible for the Client Scope. Client acknowledges that information that was provided to him by Contractor prior to the effective date of Contract is accurate, complete and sufficient for him to enter into the Contract. Client further acknowledges

that he disclosed all information of decisive importance for the consent of Contractor to enter into the Contract. Should the Client lack competence or knowledge regarding Client's scope or should the Client need additional information from Contractor, he shall as soon as reasonably possible inform the Contractor thereof.

2. Site Services:

- 2.1 If Site Services are included in the Scope of Supply, Client shall ensure that Contractor has safe and appropriate access to the Site at all times required by Contractor. Any failure by Client to perform this obligation and any failure as regards readiness of the civil works or equipment outside the Scope of Supply at the Site will entitle Contractor to suspend its Site Services upon written notification thereof, stating which civil or other works are delaying, disrupting, hindering or obstructing Contractor's works.
- 2.2 Under no circumstances will Contractor be responsible for the acts and/or omissions of any other contractor or person provided or made available by Client or for any works or equipment supplied by them, either by way of a deemed employer or otherwise, or for their payment, welfare, provision of safety equipment or safe means of working, or for their work, productivity or workmanship. Client shall be solely responsible for any failure of such persons or contractors to strictly comply with the instructions and requirements of Contractor. Subject to applicable law, Client shall indemnify, defend and hold Contractor harmless from any resulting claims and liability for loss or damage to any property or for personal injury or death in any way arising out of the acts or omissions of any such persons and contractors, save in each case to the extent directly caused by the negligence of Contractor.

3. Payment:

- 3.1 Unless otherwise expressly stated in the Contractor's Offer or Contract, payment of the Contract Price by the Client shall be 100 % upon delivery. All payments are to be made by electronic transfer, net cash without any deduction, in Euro unless a different currency is stated in the Contractor's Offer and within thirty (30) days of the date of Contractor's applicable invoice.
- 3.2 Client shall have no right of set-off or right to make any form of withholding or retention against any payment of the Contract Price. The Contractor shall have no obligation to commence any Scope of Supply until the first instalment of the Contract Price has been received by the Contractor.
- 3.3 If any payment is not received by the applicable date for payment, Contractor shall be entitled to interest thereon at a rate equal to the most recent refinancing rate of European Bank plus ten percent (10%) per year and pro rata for any part thereof, without formal demand being made. In accordance with article L 441-6 of the French Commercial Code, in the event of late payment, a lump sum of forty (40) Euros will be payable for collection costs, in addition to the late penalties stipulated. The Contractor also reserves the right to request additional compensation when the costs incurred by the Contractor exceed the sum of forty (40) euros. In addition and upon 7 days' written notice to that effect, Contractor may suspend all or part of its performance under the Contract until the payment and any due interest is received in full. If any payment has still not been received in full by Contractor 21 days after the applicable due date, then, irrespective of whether or not Contractor has commenced any portion of the Scope of Supply and/or suspended its works, Contractor shall be entitled by written notice with immediate effect to terminate the Contract.

4. Taxes:

- 4.1 The Contract Price and any other amounts to be paid to Contractor are exclusive of, and Client shall be responsible for, all duties, taxes (including without limitation value added.), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits of Contractor or which under the applicable Incoterm relating to delivery of the Scope of Supply are payable by the Contractor. If any duties, taxes, assessments or charges are imposed on Contractor by authorities in the country where the Scope of Supply will be installed in connection with any Site Services and/or in connection with the Contract itself, Client shall reimburse Contractor all such amounts. Where the Client is obliged by applicable law to make a deduction from any payment due to the Contractor in relation to any such duties, taxes, assessments or charges, the Client shall increase the payment to be made such that the net payment received by the Contractor is without any such deduction.

5. Delivery / Risk of Loss / Delays:

- 5.1 Contractor shall deliver the Scope of Supply according to the applicable Incoterms stated in the Contract by the date specified in the Schedule. If no Incoterm is stipulated, delivery shall be Ex Works manufacturer plant as specified by Contractor. If no manufacturer plant is specified, then delivery shall be Ex Works Contractor's premises. In case the respective stipulated Incoterm obliges Contractor to perform any import formalities for the import into the country of delivery, Client at its cost is obliged to support Contractor in any way reasonably required by Contractor. Any delay (other than a delay by Contractor) in completion of import formalities shall be an event entitling the Contractor to an extension of time and compensation of Costs.
- 5.2 Transfer of risk of loss and damage to the Scope of Supply shall be in accordance with the stipulated Incoterm applicable at the date of Contractor's Offer. The inclusion of any Site Services within the Contractor's Scope of Supply shall not alter this transfer of risk of loss and damage and shall not create any assumption by Contractor of any form of care, custody and control over any Client Scope and/or the Site.
- 5.3 Statements of packing, measurements and gross weight are an approximate guide and not binding on Contractor.
- 5.4 Notwithstanding applicable inspection necessary as per transportation regulations, upon delivery or the provision of any Scope of Supply, Client will inspect the relevant Scope of Supply and promptly (but in no event more than 7 days) inform Contractor in writing of any Defect under Clause 7.1.1. Contractor will thereupon remedy any such Defect.
- 5.5 In case of (i) any suspension; (ii) exceptionally adverse climatic conditions; (iii) unforeseeable shortages in the availability of personnel or goods attributable in whole or in part to Force Majeure; (iv) any delay, disruption, impediment or prevention of Contractor or any breach of contract caused by or attributable in whole or in part to Client (including third parties for whom it is responsible), or (v) any other event or circumstance for which these Terms or the Contract or applicable law gives Contractor an entitlement under this Clause, Contractor shall be entitled to payment by Client of its additional Costs and to an extension of time for any delay incurred. Contractor shall give written notice to Client of any event giving it an entitlement under this Clause within a reasonable time after becoming aware of the event so that a change order can be negotiated and agreed upon between the Parties.

5.6 If Contractor is more than 2 weeks late in delivering the Scope of Supply according to the applicable Incoterms for reasons attributable to the fault of Contractor (and not for any reasons attributable in whole or in part to Client), Client shall be entitled to liquidated damages (and not a penalty) in an amount equal to 0,25% of the portion of the Contract Price attributable to the value of the delayed portion of the Scope of Supply for each full week of delay up to an overall aggregate maximum delay liquidated damages of 5% of the Contract Price, provided Client has given at least one week advance written notice of its intention to claim such liquidated damages. Such liquidated damages shall not be due where Contractor has failed to deliver only minor portions of the Scope of Supply or where Client has not incurred any resulting loss or damage. Subject to article 1231-5 of French Civil Code, payment of the liquidated damages shall constitute full and complete satisfaction of any claim of Client, and Client's sole and exclusive remedy, against Contractor arising from or in connection with any delay of the Contractor. Any and all other claims for delay or late performance, including any delay in meeting any intermediate or other dates or milestones, shall be excluded.

5.7 Each party shall be released from the performance of its obligations under the Contract to the extent such performance is delayed, disrupted, hindered or obstructed by Force Majeure. A party shall give written notice of the occurrence of any Force Majeure within 14 days of becoming aware of its occurrence.

6. Ownership:

6.1 Title in the Scope of Supply will transfer to Client when Contractor has received payment of the Contract Price in full.

7. Warranties:

7.1 Warranties regarding Scope of Supply

7.1.1. Subject to the provisions of this Clause 7.1 and Clause 7.2, the Contractor warrants that the Scope of Supply shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.

7.1.2. Contractor shall be responsible for remedying any Defect under Clause 7.1.1 provided that Client promptly gives detailed written notice to Contractor of the Defect and in any event before the end of the Warranty Period. To the maximum extent permitted by applicable law, the Contractor shall have no liability for any form of Defect under Clause 7.1.1, latent or otherwise, for which it received written notification after the Warranty Period.

7.1.3. Where Contractor is responsible for a Defect under Clause 7.1.1, Contractor shall investigate and rectify the same as soon as reasonably practicable (taking into consideration the nature of the Defect, lead-time for replacement parts, etc.). Rectification of a Defect under Clause 7.1.1 relating to equipment and materials included in the Scope of Supply shall be by way of repair or replacement, at the Contractor's option, of the relevant part of the equipment or materials that is defective. Rectification of a Defect under Clause 7.1.1 relating to Site Services and documentation included in the Scope of Supply shall be by way of re-performance by Contractor of the relevant part of the Site Service or documentation that is defective. Client shall in each case give Contractor all necessary and safe access to and possession of the Site. Any replacement parts shall be delivered according to the same delivery (Incoterms) terms as specified in the Contract. Client shall be responsible for all labour, equipment, costs used or incurred in the disassembly, removal, transport, installation and commissioning of repaired or replaced defective parts. Contractor shall not be deemed to have breached any of its warranty obligations where it has rectified a Defect according to the foregoing.

7.1.4. Contractor's responsibility for any Defect under Clause 7.1.1 is subject to the condition that it is not caused by one or more of the following: (a) normal wear and tear of parts; (b) use of non-original spare parts; (c) use of feed, consumables or utilities not in strict conformity with the specifications stated in the Contract or with Contractor's recommendations; (d) any failure of upstream and/or downstream equipment; (e) modifications without Contractor's express prior written consent; (f) use of corrosive or abrasive substances; (g) the storage and handling of any Contractor equipment and / or the maintenance or operation of the Scope of Supply by or for Client which is not in strict conformity with good engineering practice, the Contract or any written requirements of the Contractor, including any failure to comply with Contractor's written manuals or instructions and Client's own quality assurance requirements; (h) information, services, personnel, equipment or other items supplied by or for Client; (i) failure to permit Contractor to perform supervision of installation and/or installation; and/or (j) other conditions or circumstances not due to the fault of Contractor (collectively, "Warranty Conditions").

7.2 Disclaimer and Limitations

To the fullest extent permitted by applicable law, (i) Contractor hereby excludes and disclaims all conditions, warranties, guarantees and representations that are not expressly set out in Clauses 7.1 above or which are implied, statutory, customary or otherwise and which, but for this exclusion and disclaimer, would or might subsist in favour of Client, (ii) Contractor shall not be liable for any loss or damage, including any loss or damages described in Clause 9.1 below, caused by or resulting from any breach of warranty or any defect, including any Defect covered by Clause 7.1.

8. Confidentiality and IP:

8.1 Each party shall treat all information, drawings and data of any kind made available or provided by the other party under the Contract whether orally, electronically, in writing, visually (such as through site visits, tests or audits) or otherwise and regardless of whether marked "confidential" ("Confidential Information") as private and confidential. The receiving party shall not publish or disclose Confidential Information or any particulars thereof (except as may be necessary for the purposes of the Contract, including disclosure to its and its affiliates' officers, directors and employees, and/or as required by a recognized stock exchange or by applicable law), without the previous written consent of the disclosing party. Nothing in this Clause 8 shall prevent the publication or disclosure of any Confidential Information which either has come within the public domain otherwise than by breach of this provision or was already in the possession of the receiving party with a right to disclose and use such information.

8.2 The intellectual property rights in any equipment, document or other information given or made available (by visual inspection or otherwise) to Client under the Contract or applied to and embodied in the Scope of Supply and the Site Services shall remain the exclusive property of Contractor (or its subcontractors).

9. Limitations of Liability:

9.1 Exclusion of Certain Damages:

EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE PARTIES EXPRESSLY AGREE THAT NON MATERIAL (intangible) DAMAGES AND LOSSES SHALL BE EXCLUDED, INCLUDING BUT NOT LIMITED LOSS OF REVENUES OR PROFITS; LOSS OF OPPORTUNITY, PRODUCTION OR CONTRACTS; LOSS OF USE; STANDBY COSTS; LOSS OF OR DAMAGE TO FEED, RAW MATERIALS, UTILITIES OR PRODUCT; PLANT DOWNTIME OR DELAYS; LOSS OF GOODWILL; LIQUIDATED DAMAGES OR PENALTIES IMPOSED ON CLIENT BY ITS CUSTOMERS OR THIRD PARTIES; CLIENT'S CONTRACTUAL LIABILITY TOWARDS ANY THIRD PARTY; RECALL COSTS; ANY DAMAGES FINES OR PENALTIES PAYABLE BY CLIENT; OR OTHERWISE FOR ANY FINANCIAL OR ECONOMIC LOSSES OR DAMAGES, AND IN EACH CASE IRRESPECTIVE WHETHER THE LOSSES OR DAMAGES IN QUESTION ARE DEEMED TO BE DIRECT, CONSEQUENTIAL, INDIRECT OR OTHERWISE.

9.2 Maximum Aggregate Liability:

CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY TO CLIENT UNDER OR IN CONNECTION WITH THE CONTRACT SHALL IN NO CASE EXCEED IN THE AGGREGATE 100% OF THE CONTRACT PRICE AS RECEIVED BY THE CONTRACTOR, IRRESPECTIVE WHETHER SUCH LIABILITY ARISES BY WAY OF BREACH OF CONTRACT (INCLUDING TERMINATION) OR OF STATUTORY DUTY, CONTRACTUAL LIABILITY, INDEMNITY, CONTRACT PRICE REDUCTION OR REPAYMENT, TERMINATION, RESCISSION/WITHDRAWAL, MAKE GOOD OR REMEDIATION OR OTHERWISE. THIS LIMITATION DOES NOT APPLY TO DAMAGES CAUSED BY CONTRACTOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR FOR PERSONAL INJURIES.

THE PARTIES AGREE THAT (I) PRICES AND UNDERTAKINGS UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITATION OF LIABILITY AND (II) SUCH LIMITATION OF LIABILITY DOES NOT IMPAIR ANY ESSENTIAL OBLIGATION OF EITHER PARTY UNDER THIS CONTRACT.

- 9.3 The expiry of the Warranty Period shall, to the maximum extent permitted by applicable law and save only as set out in the last sentence below, constitute conclusive evidence for all purposes and in all proceedings whatsoever between the parties that Contractor has completed its obligations under or arising out of the Contract and performed the Scope of Supply and made good all Defects therein in accordance with its obligations under the Contract. After the expiry of the Warranty Period, all claims of any nature whatsoever the Client may have against Contractor, whether known or not, under or arising out of the Contract and the use of the Scope of Supply, and any right, cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in case of fraud or to the extent any proceedings were commenced and served in writing on the Contractor within the Warranty Period.

10. Permits / Safety:

- 10.1 Client shall be responsible for (i) all permissions, consents and permits in connection with the Site, and with owning, erecting, testing, commissioning, operating and maintaining the Scope of Supply and any related equipment, plant, facilities or utilities, and for the performance of the Site Services (if applicable); (ii) maintaining the Site in a safe working condition and as a safe place of work for all personnel at the Site at any time, providing safe means of access to the Scope of Supply at all times, conducting all activities on the Site in a safe manner and as prescribed by applicable directives, laws, rules, regulations, codes and standards and as set forth in the operating and maintenance manuals and instruction sheets furnished by Contractor; (iii) not removing or modifying any safety device, guard or warning sign provided as part of the Scope of Supply. If the Client fails to strictly observe any of the obligations in this Clause, Client shall indemnify, defend and hold Contractor harmless from any resulting claims and liability arising out of loss or damage to any property or out of personal injury or death, save to the extent directly caused by the negligence of Contractor.

11. Export Control:

- 11.1 Client acknowledges that the Scope of Supply to be provided by Contractor are or may be controlled by Export Control Regulations which may result in an Export Control Event. In case of an Export Control Event Contractor shall be entitled to all additional costs and expenses which may be needed for Contractor to fulfil its obligations under the Contractor's Offer or, in case of binding contract, the Contract, including costs and expenses needed to obtain an Export License. Client agrees to provide to Contractor with undue delay all necessary information that may be requested to obtain an Export Licence, such as end-user certificates. Contractor will inform Client about material delay to obtain an Export License, a revoked license or any prohibition to execute the contract with undue delay.
- 11.2 If an Export License is denied or revoked or if an embargo prohibits the execution of the Contract or if any other Export Control Event will hinder Contractor to fulfil one or more of its contractual obligations Contractor shall be excused from the performance of its obligations under the Contractor's Offer or, in case of binding contract, the Contract, with immediate effect. This shall, without limitation, also apply in case that Contractor may be hindered to fulfil its contractual obligations due to the fact that any of Contractor's suppliers or subcontractors are hindered by an Export Control Event to supply the Scope of Supply all or in part. In any case Contractor shall not be liable or accountable to Client for any claims for delay, loss or damage in connection with an Export Control Event.
- 11.3 Subject to Clause 11.2, if Contractor gives notice to Client that its performance of the Contractor's Offer or, in case of binding contract, the Contract will be hindered by Export Control Regulations and/or Export License or embargos, each party shall be entitled to revoke the Contractor's Offer or, in case of binding contract, terminate the Contract, by giving one week prior written notice.
- 11.4 Client shall implement and follow all necessary procedures to comply with Export Control Regulations related to the Scope of Supply to be provided by Contractor, and guarantees not to engage in any activity which it or Contractor reasonably believes could be subject to civil, criminal or administrative liability, including but not limited to the sale, lease, transfer, or sublicensing of any Scope of Supply without appropriate authorization. Client shall indemnify and hold harmless Contractor from and against any claim, proceeding action, fine, cost, loss and damage arising from or related to the breach of this warranty.

12. Data Processing:

- 12.1 Client agrees that Contractor will collect, process and use personal data and other data disclosed by Client in the course of the business relation with Contractor for the purpose of (1) managing and performing the Contract with Client (which includes the creation and processing of invoices), (2) advertising and/or offering further goods and services to the Client and/or (3) managing the business relationship with Client through e.g. a customer relationship management system. Such data may include the following data categories of persons being employed or retained by Client *inter alia* name, title, company, function within the company, business contact details (phone- and fax-number, email-address, mail address), history of orders, history of issues (e.g. warranty claims or disputes). Within the limitation of the above described purpose, Contractor can collect, process and use the above described data (i) by itself and/or through the use of affiliates or other external subcontractors and (ii) from countries within and/or outside the European Union or European Economic Area. Client will ensure (e.g., if necessary, through consent

declaration of the data subjects or other appropriate means available under the law) that Contractor can use the above described data for the above described purposes.

13. Miscellaneous:

- 13.1 If any provision of the Contract is determined to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions and the parties will substitute the invalid or unenforceable provision by a valid provision that achieves as closely as possible the same economic effect.
- 13.2 Silence does not count as acceptance except where so provided in the Contract.
- 13.3 Any Clause or paragraph headings or other headings appearing in the Terms are for reference only and shall not affect the construction of those Clauses or paragraphs. Words importing the singular shall include the plural and vice versa where the context requires. The Contract shall not be construed or interpreted against or to the disadvantage of either Client or Contractor whether on the grounds that the Contract represents Client's or Contractor's standard or customary terms and conditions of business and /or that the Contract and or any particular recital, article, clause and or annex or appendix thereof may have originated from Client or Contractor or other similar grounds.
- 13.4 The Contract sets forth the entire agreement between Contractor and Client with respect to the subject matter thereof and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all oral representations, warranties, undertakings and other statements of any kind and all documents given or exchanged on or prior to the date of Contract (including any brochures or sales material of Contractor) are expressly excluded and disclaimed by Contractor. Client acknowledges that it has not relied on and is not relying on any such representations, warranties, undertakings, statements or documents when entering into the Contract.
- 13.5 The Contract may not be assigned in any manner by either party without the other party's prior written consent, but this shall not require Contractor to obtain any consent, or otherwise limit its entitlement, to subcontract any part or parts of its obligations under the Contract as it may see fit.

14. Disputes/Applicable law:

- 14.1 ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL EXCLUSIVELY BE REFERRED TO AND FINALLY RESOLVED BY THE COMPETENT COURTS WHERE THE CONTRACTOR'S COMPANY IS SEATED. THE GOVERNING LAW OF THE CONTRACT SHALL BE THE SUBSTANTIVE LAWS OF FRANCE; HOWEVER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.